U.S. Department of Labor Office of Labor-Management Standards Washington, DC 20210

# FORM LM-30 LABOR ORGANIZATION OFFICER AND **EMPLOYEE REPORT**

Form approved Office of Management and Budget No. 1215-0188 Expires 11-30-2006

This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C 439 or 440.



READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number U - 720 /	2. Fiscal Year Covered From:
	1 / 1 / 2004 Through: 12 / 31 / 2004
3. Name and address of person filing.	Name, file number, and address of labor organization.
Name Nancy Lynch	Name Actors' Equity Association
	Labor Organization File Number 006-029
P.O. Box, Bldg., Room No., if any c/o Actors' Equity Assoc.	P.O. Box, Building and Room Number, if any
Street 165 West 46th Street	Street 165 West 46th Street
City New York	City New York
State New York ZIP Code + 4 10036	State New York ZIP Code + 4 10036
5. Position in labor organization. Outside Business Representative	
Enter appropriate data below If, during the past fiscal year, you or your spouse or minor child directly or indirectly had any of the following interests (except as specified in the exclusions set forth in the instructions):  A. Held an interest in, engaged in transactions (including loans) with, or derived income or other economic benefit of monetary value from an employer whose employees your organization represents or is actively seeking to represent.	
Name and address of Employer (including trade name, if any).	7.a. Nature of Interest, Transaction, or Income.
Name Liz McDonald	As required to perform my duties under the collective bargaining agreement, I received (1) ticket on 1/15/2004 to "Dora".
Trade Name, if any SFX Family Entertainment	
P.O. Box, Bldg., Room No., if any	7.b. Amount.
Street 220 West 42nd Street	r.s. Ariodiic
City New York	\$49
State New York ZIP Code + 4 10036	
Signature	
15. Signature and verification. The undersigned declares, under penalty of Perjury and other applicable penalties of the law, that all of the information submitted in this report (including the information contained in any accompanying documents), has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See the section on penalties in the instructions.)	
Signed Mancin Juna	On 8/11/2005 212-869-8530
	Date Telephone Number
Form I M 20 (2002)	

Name of Person Filing Nancy Lynch	File Number U-
B. Held an interest in or derived income or economic benefit with monetary value <b>from a business</b> (1) a substantial part of which consists of buying from, selling or leasing to, or otherwise dealing with the business of an employer whose employees your labor organization represents or is actively seeking to represent, or (2) any part of which consists of buying from or selling or leasing directly or indirectly to, or otherwise dealing with your labor organization or with a trust in which your labor organization is interested.	
8. Name and address of Business (including trade name, if any).  Name  Trade Name, if any:  P.O. Box, Bldg., Room No., if any  Street  City  State  ZIP Code + 4	9. Business deals with:  a. Labor Organization  b. Trust  c. Employer
10. If 9.b. or 9.c. is checked give trust or employer's name.	11.a. Nature of such dealing.
Name  Trade Name, if any:  P.O. Box, Bldg., Room No., if any  Street  City  State  ZIP Code + 4	11.b. Approximate dollar value of such dealing.  12.a. Nature of interest held or income received.
	12.b. Amount.
C. Received from any employer (other than an employer covered under parts A and B above) or from any labor relations consultant to an employer any payment of money or other thing of value.	
13.a. Name and address of Employer or Labor Relations Consultant (including trade name, if any).	14.a. Nature of payment.
Name	
Trade Name, if any:	
P.O. Box, Bldg., Room No., if any	
Street	
City	
State ZIP Code + 4	
13.b. Is the Business an Employer or Consultant ?	14.b. Amount of payment.

#### 16. CONTRACT.

(A) Effective Date. Contracts between the Producer and the Actor must be signed before the Actor shall be permitted to rehearse or perform and shall be signed on the date when the terms of the contract are agreed upon between the parties. If not signed on said date, when issued, they must be signed as of said date.

## (B) Signing of.

- (1) Unless contracts are signed concurrently, they must be signed by the Producer first. If the contract is not signed concurrently, the Producer may notify the Actor, or his designated representative, by personal delivery or Certified Mail, that unless the contract is signed and returned to the Producer within a specified time period, which shall not be less than 72 hours after receipt of notice by the Actor or his designated representative, the Contract shall be deemed null and void.
- (2) Contract Determination. As soon as it is available, the Producer shall furnish to Equity the script of any scheduled new musical and/or new adaptation of a musical production with casting breakdowns of Principal roles and number of Chorus to be employed. Equity will then promptly issue its preliminary determination of Principal roles and Chorus parts. Equity will issue a second preliminary determination after the final dress rehearsal or first preview and use its best efforts to provide that determination within one week. Final determination will be made by Equity, in accordance with Rule 26(G), when the show is frozen and contracts will be changed if necessary to reflect this determination. Equity will use its best efforts to provide the final determination by one week after the Official Opening.

- (3) Change in Contract Determination. Producer and Actor may negotiate and include in an Actor's individual contract of employment those terms and conditions that shall apply should the Actor's designation change as a result of the process described in (2) above.
- (C) <u>Changes and Alterations</u>. All concessions or waivers granted to the Producer by Equity prior to signing shall be made known to the Actor in writing before signing of the contract. Omission of such notification shall render the concession or waiver invalid at the discretion of Equity. The Actor has no right or power to waive any of the minimum conditions set forth in the employment contract or Equity Rules without the written consent of Equity. Unless any and all riders, changes, alterations, waivers, or substitutions made prior to, when, or after a contract of employment is made shall have been consented to by Equity in writing, such riders, changes, alterations, waivers, or substitutions, or any part thereof, are void at the option of the Actor, Equity consenting. It shall be the duty of the Producer, not the Actor, to

Rule 23, DISCRIMINATION

Rule 24, DUES AND INITIATION FEES

Rule 25, DUTIES OF THE ACTOR

Rule 26, EQUITY: SPECIAL PROVISIONS

between Equity and the Actor or cast, Equity shall determine whether discrimination exists at the place of performance.

- (D)In order to insure equal employment opportunities for all Actors, the Producer shall hold Principal and Chorus Interviews and Auditions pursuant to Rule 5.
- (E) The parties hereto agree to continue their joint efforts toward and reaffirm their commitment to the policy of non-discrimination and to an ongoing policy of furthering the principles of equal employment opportunity. It is the desire of the parties that employment opportunities for Actors with disabilities, ethnic minorities, seniors and women be improved and that the stage reflect a multi-cultural society. In furtherance of this policy, with due regard for the requirements of and suitability for a job and with the understanding that there can be no interference with the contractual rights or artistic discretion of the Playwright, Director, or Choreographer, the Producer shall endeavor to engage Actors with disabilities, ethnic minorities, seniors and women.

#### 24. DUES AND INITIATION FEES.

The Producer agrees to deduct from the Actor's salary and remit to Equity, union dues, initiation fees and assessments provided that the Producer receives from Equity a proper authorization, agreed to and signed by the Actor.

# 25. DUTIES OF THE ACTOR.

The Actor agrees to be prompt at rehearsals and to appear at the theatre no later than one half-hour prior to the performance; to pay strict regard to make-up and dress; to perform Actor's services as reasonably directed to the best of Actor's ability; to properly care for Actor's costume and props; when required by the Producer to wear and use electronic equipment; to respect the physical property of the production and the theatre; and to abide by all reasonable rules and regulations of the Producer not in conflict with Equity Rules.

### 26.EQUITY: SPECIAL PROVISIONS.

(A) <u>Equity Representatives</u>. Duly authorized representatives of Equity shall have free access to the stage and to all Actors at all times, inclusive of rehearsals and performances. Sufficient time shall be set aside during the beginning of the rehearsal period for an Equity Representative to conduct Equity business. Such time shall not be considered part of the official rehearsal hours.